

SEALED BY ORDER OF THE COURT

United States District Court

FOR THE
NORTHERN DISTRICT OF CALIFORNIA

VENUE: SAN JOSE

UNITED STATES OF AMERICA,

V.

OMAR NAZIRY

CR 24-00419-EJD (SVK)

DEFENDANT(S).

INDICTMENT

18 U.S.C. § 1341 – Mail Fraud;
18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) –
Forfeiture Allegation

A true bill.

/S/ Foreperson of the Grand Jury

Foreman

Filed in open court this 24th day of

July, 2024.

Rose Maher, electronic signature

Clerk

Bail, \$ Warrant

Hon. Thomas S. Hixson, U.S. Magistrate Judge

ISMAIL J. RAMSEY (CABN 189820)
United States Attorney

FILED

4

Jul 25 2024

Mark B. Busby
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN JOSE DIVISION

UNITED STATES OF AMERICA,)	CASE NO. 5:24-cr-00419 EJD (SVK)
)	
Plaintiff,)	<u>VIOLATIONS:</u>
)	18 U.S.C. § 1341 – Mail Fraud;
v.)	18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) –
)	Forfeiture Allegation
OMAR NAZIRY,)	
)	
Defendant.)	
)	
)	

INDICTMENT

The Grand Jury charges:

Introductory Allegations

At times material to this Indictment:

1. Company 1 was a global security and aerospace company specializing in defense technology. Company 1 was headquartered in Bethesda, Maryland, and had locations throughout the United States, including Sunnyvale, California.
2. Company 1 had a policy under which it paid a differential to any employee who went on military leave. That differential was the difference between the employee's company pay and military pay. For example, if an employee making \$100,000 annually went on military leave and received only \$30,000 in annual salary from the military, Company 1 paid the employee a \$70,000 differential. This

INDICTMENT

1 policy – which was first instituted following the September 11, 2001 terrorist attacks and later expanded
2 to cover all forms of military leave – insured the employee experienced no reduction in income because
3 of his or her military service.

4 3. Contractor 1 administered Company 1’s leave policy, including employee requests for
5 differential pay.

6 4. Combined Joint Task Force – Operation Inherent Resolve was a U.S. military command
7 established in or about October 2014 whose mission was to militarily defeat Islamic State of Iraq and
8 Syria. In support of Operation Inherent Resolve, the U.S. military sent personnel to the Middle East.

9 5. Defendant Omar NAZIRY was a resident of Mountain View, California, within the
10 Northern District of California. NAZIRY was an employee of Company 1 and assigned to its location in
11 Sunnyvale, California. NAZIRY was not in the United States military.

12 COUNT ONE: (18 U.S.C. § 1341 – Mail Fraud)

13 6. Paragraphs 1 through 5 of this Indictment are re-alleged and incorporated as if fully set
14 forth here.

15 7. Beginning in or about August 2016 and continuing through in or about April 2022, in the
16 Northern District of California and elsewhere, the defendant,

17 OMAR NAZIRY,

18 knowingly and with the intent to defraud participated in, devised, and intended to devise a scheme and
19 artifice to defraud as to a material matter, and to obtain money and property by means of materially false
20 and fraudulent pretenses, representations, and promises.

21 THE SCHEME TO DEFRAUD

22 8. In or about August 2016, NAZIRY requested differential pay from Company 1 on the
23 purported basis that he was deploying with the U.S. military in support of Operation Inherent Resolve.
24 In support of his request, NAZIRY sent Contractor 1 false military orders and a false military leave and
25 earnings statement. Based on NAZIRY’s false and misleading representations, Company 1 awarded
26 NAZIRY differential pay for approximately one year.

27 9. In or about July 2017, NAZIRY requested differential pay from Company 1 on the
28 purported basis that the U.S. military extended his deployment by approximately four years. In support

1 of his request, NAZIRY sent Contractor 1 false military orders. Based on NAZIRY's false and
2 misleading representations, Company 1 continued to award NAZIRY's differential pay for an additional
3 four years.

4 10. In or about June 2021, NAZIRY again requested differential pay from Company 1,
5 falsely claiming that the U.S. military had extended his deployment by approximately two years. In
6 support of his request, NAZIRY sent Contractor 1 false military orders and a false military leave and
7 earnings statement. Based on NAZIRY's false and misleading representations, Company 1 awarded
8 NAZIRY differential pay through approximately August 2021.

9 11. In or about August 2021, Contractor 1 informed NAZIRY that if he wished to receive a
10 differential past August 2021, he would have to submit a policy deviation request directly to Company
11 1.

12 12. Beginning in or about August 2021, NAZIRY exchanged emails with a Company 1
13 employee about his policy deviation request. In those email communications, NAZIRY continued to
14 falsely represent that he was in the U.S. military and had been deployed in support of Operation Inherent
15 Resolve.

16 13. NAZIRY and the Company 1 employee exchanged emails about the policy deviation
17 request through about December 2021, at which time Company 1 informed NAZIRY it was denying his
18 request. In the denial letter, Company 1 informed NAZIRY he had exhausted the five-year differential
19 pay limit.

20 14. In or about January 2022, in response to the denial letter and for the purpose of obtaining
21 additional differential pay, NAZIRY knowingly caused to be sent a letter to a Company 1 vice president.
22 Among other things, the letter – purportedly authored by a “friend” and “army officer” stationed in
23 Honolulu, Hawaii – stated:

24 It has come to my attention . . . that you have recently denied extending
25 differential pay to one of your employees who has been serving on an
26 active duty mission in the army. My superiors are planning on publishing
27 a story detailing this action to several sources including a magazine . . .
28 which has a print circulation of 45,000 and will be posted to several online
sites allowing it to be picked up by several external (public) military
related media companies. If this story falls in the hands of the free press,
the negative PR implications could have far reaching consequences
including but not limited to affecting your current and future contracts

1 with the Army and tarnishing your brand image as supporters of the war
2 fighter.

3 15. The letter continued:

4 I highly recommend you overturn this decision you've made or at least
5 have a plan in place for how to mitigate the negative effects of the story
6 once its public I hope you can take timely action to avoid this PR
7 disaster.

8 16. In or about March 2022, Company 1, after completing an investigation, sent to NAZIRY
9 at his Mountain View residence a letter stating that it determined his military orders were fraudulent and
10 that it would seek to recover all differential pay and other benefits he improperly received.

11 17. On or about March 18, 2022, in response to Company 1's letter and for the purpose of
12 fraudulently obtaining additional differential pay, NAZIRY knowingly caused to be sent a letter to the
13 Company 1 vice president. The letter, purportedly from NAZIRY's wife, falsely represented that
14 NAZIRY was currently stationed in the Middle East and that his military orders were valid. The letter
15 also falsely represented that NAZIRY was attempting to have his commanding officer write a letter
16 verifying his service and that the commanding officer's letter would be mailed to Company 1 as soon as
17 possible.

18 18. In all, NAZIRY fraudulently obtained from Company 1 more than \$300,000 in
19 differential pay and other benefits as a result of the false and misleading representations he made about
20 his nonexistent military service.

21 EXECUTION OF THE SCHEME

22 19. On or about March 18, 2022, in the Northern District of California, for the purpose of
23 executing the aforementioned scheme and artifice to defraud and attempting to do so, the defendant,

24 OMAR NAZIRY,

25 did knowingly place in any post office and authorized depository for mail matter, any matter and thing
26 whatever to be sent and delivered by the Postal Service, did knowingly deposit and cause to be deposited
27 any matter and thing whatever to be sent and delivered by any private and commercial interstate carrier,
28 and did knowingly cause to be delivered by mail and such private and commercial interstate carrier
according to the direction thereon, specifically, a two-page letter, dated March 18, 2022, addressed to a
Company 1 vice president at Company 1's Bethesda headquarters, and which contained NAZIRY's

1 purported U.S. government identification card.

2 All in violation of Title 18, United States Code, Section 1341.

3 FORFEITURE ALLEGATION: (18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c))

4 20. The allegations contained in this Indictment are re-alleged and incorporated by reference
5 for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and
6 Title 28, United States Code, Section 2461(c).

7 21. Upon conviction of the offense set forth in this Indictment, the defendant,
8 OMAR NAZIRY,
9 shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and
10 Title 28, United States Code, Section 2461(c), all property, real or personal, constituting, or derived
11 from proceeds the defendant obtained directly and indirectly, as the result of the violation, including but
12 not limited to a money judgment.

13 23. If any of the property described above, as a result of any act or omission of the defendant:

- 14 a. cannot be located upon exercise of due diligence;
- 15 b. has been transferred or sold to, or deposited with, a third party;
- 16 c. has been placed beyond the jurisdiction of the court;
- 17 d. has been substantially diminished in value; or
- 18 e. has been commingled with other property which cannot be divided without
19 difficulty,

20 the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21,
21 United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

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1 All pursuant to Title 18, United States Code, Section 981(a)(1)(C), Title 28, United States Code,
2 Section 2461(c), and Federal Rule of Criminal Procedure 32.2.

3
4 DATED: July 24, 2024

A TRUE BILL.

5
6 /s/
FOREPERSON

7
8 ISMAIL J. RAMSEY
United States Attorney

9
10 /S/
11 RYAN ARASH REZAEI
Assistant United States Attorney

DEFENDANT INFORMATION RELATIVE TO A CRIMINAL ACTION - IN U.S. DISTRICT COURT
 BY: ☐ COMPLAINT ☐ INFORMATION ☒ INDICTMENT
☐ SUPERSEDING
OFFENSE CHARGED
 18 U.S.C. § 1341 – Mail Fraud;
 18 U.S.C. § 981(a)(1)(C) and 28 U.S.C. § 2461(c) – Forfeiture
 Allegation

☐ Petty
☐ Minor
☐ Misdemeanor
☐ Felony

PENALTY: 20 years prison; \$250K fine or twice the gross gain or loss; 3 years supervised release; \$100 special assessment; restitution; forfeiture; immigration consequences

Name of District Court, and/or Judge/Magistrate Location

NORTHERN DISTRICT OF CALIFORNIA

SAN JOSE DIVISION

DEFENDANT - U.S.

▶ OMAR NAZIRY

DISTRICT COURT NUMBER

5:24-cr-00419 EJD (SVK)

FILED

Jul 25-2024

 Mark B. Busby
 CLERK, U.S. DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA
 SAN FRANCISCO
PROCEEDING

Name of Complainant Agency, or Person (& Title, if any)

Department of Defense, Office of Inspector General

☐ person is awaiting trial in another Federal or State Court, give name of court

☐ this person/proceeding is transferred from another district per (circle one) FRCrp 20, 21, or 40. Show District

☐ this is a reprosecution of charges previously dismissed which were dismissed on motion of:

☐ U.S. ATTORNEY ☐ DEFENSE

SHOW DOCKET NO.

☐ this prosecution relates to a pending case involving this same defendant

MAGISTRATE CASE NO.

☐ prior proceedings or appearance(s) before U.S. Magistrate regarding this defendant were recorded under

Name and Office of Person

Furnishing Information on this form Ismail J. Ramsey

☒ U.S. Attorney ☐ Other U.S. Agency

Name of Assistant U.S. Attorney (if assigned)

Ryan A. Rezaei

DEFENDANT**IS NOT IN CUSTODY**
 1) ☒ Has not been arrested, pending outcome this proceeding. If not detained give date any prior summons was served on above charges ▶
2) ☐ Is a Fugitive3) ☐ Is on Bail or Release from (show District)**IS IN CUSTODY**4) ☐ On this charge5) ☐ On another conviction
☐ Federal ☐ State
6) ☐ Awaiting trial on other charges

If answer to (6) is "Yes", show name of institution

 Has detainer been filed? ☐ Yes ☐ No

If "Yes" give date filed

DATE OF ARREST ▶

Month/Day/Year

Or... if Arresting Agency & Warrant were not

DATE TRANSFERRED TO U.S. CUSTODY ▶

Month/Day/Year

☐ This report amends AO 257 previously submitted
ADDITIONAL INFORMATION OR COMMENTS**PROCESS:**
☐ SUMMONS ☐ NO PROCESS* ☒ WARRANT

Bail Amount: _____

If Summons, complete following:

☐ Arraignment ☐ Initial Appearance

Defendant Address:

* Where defendant previously apprehended on complaint, no new summons or warrant needed, since Magistrate has scheduled arraignment

Date/Time: _____ Before Judge: _____

Comments: